1033 General rules of the United Society (Property)

PAPERS
OF
SHAKERS
303
OHIO
Union Village

General Rules

OF THE,

United Society.

and

Summary Articles

of

Mutual agreement & Release,

Ratified and Confirmed by the United Society at Watervliet, Montgomery county Ohio,

January 1833.

"For all people will walk every one in the name of his God;
"and we will walk in the name of the Lord our God forever and ever"
"And the Lord shall reign over us, in Mount Zion, } Micah IV, 5.
"henceforth even forever." ———

General Rules &c.

Whereas we the subscribers members of the United Society of Believers, otherwise called Shakers, at Watervliet, in the county of Montgomery and state of Ohio, being associated together as a religious community; in order to the mutual and permanent enjoyment of our civil and religious rights, guaranteed to all the citizens of these United States, by the free constitution and equal laws of the land, and for the information of all concerned, with regard to the rules and principles of the institution, and the legal tenure by which the Church in particular and the society in general hold and improve their temporal property and estate, and transact their temporal business, Do by these presents enter into the following Articles of social and mutual agreement, to wit:-

I. We mutually agree that we and each of us, male and female, have an undoubted and inalienable right and liberty given us of Almighty God, of believing according to our own convictions and of obeying our own faith;- of chusing our own religion, and of giving or withholding our property or services for the support of it, as we may think proper;- of worshipping God according to the dictates of our own consciences, and of acting in such a manner, in our temporal

economy as we believe will be most conducive to our own happiness and that of others.

II. It is understood, mutually agreed, and declared; that this United Society, in its temporal and spiritual establishment, & economy, has its origin and foundation in a living Ministry, standing in a parental gift emanating from the parent institution of the Society; that it is the duty of the Ministry, and pertains to their proper gift, to teach and support the faith and principles, rules and orders of the church and society, - to nominate and appoint the several official characters in the care and management of the spiritual and temporal concerns of the community, and that by and with the general approbation and union of the church, or the families concerned, the said official characters become established and confirmed in their respective offices, until the said appointments be changed or revoked by the same authority and the same general union and approbation; - that Elders are appointed to the spiritual duties of example and instruction; and Deacons are appointed to the care and management of the temporal concerns of the church and Society, in their several lots and orders; - that Trustees are appointed to receive, hold, use, improve and appropriate all gifts, grants and donations which are or may be bestowed and surrendered to the consecrated use, benefit and support of the institution; that the

said Trustees are authorised and empowered to hold right, title and claim in behalf of the church, to all and singular the lands, tenements, and hereditaments, property and estate, consecrated as aforesaid to the use and benefit of the church, and the charitable purposes of the gospel; and to make all lawful defence (so far as is consistent with the faith & principles of the church) for the protection and security of the said United and consecrated interest, and to use and improve the same to the benefit of the Church and to such other charitable purposes as may be deemed necessary and proper; - That the said Trustees are required to make a just and equal distribution of the said consecrated interest for the accommodation, support, and comfort of the several families and individuals of the church, according to their several needs and circumstances, and to bestow deeds of charity on such as may be considered proper objects; but the said Trustees are in nowise to alienate the said consecrated property nor any part thereof to any selfish, personal or private end or purpose; - and that said trusteeship be perpetuated by a succession of members appointed as aforesaid to that office, as occasion may require.

III. It is further understood and mutually agreed, That the said United Society considered at large, is composed of various orders or families, - that each family or order is located as different degrees of knowledge and experience and other circumstances may render proper; - That each order stands in a separate & distinct

relation with regard to their temporal interests and concerns, managements, dealings and responsibilities; and that all dealings business transactions, and settlements pertaining to any of the said several orders or families, are transacted with the trustees or proper agents in the temporal concerns and charge of the same.

IV. It is further understood and mutually agreed; That the order denominated the Church is composed of adult persons, of sufficient knowledge and experience, of good moral character, free from debt or any legal involvements, and who freely and voluntarily consecrate and devote themselves and services with all their temporal interest to the service of God and the united support of one consecrated interest; That no one can be admitted as a member of this order who holds any personal property or private interest; - That no property can be received and mixed or united with the consecrated interest of the church, which is subject to any private or personal claim or demands, by reason of debt or any obligations or involvement whatever; - That no distinction is to be made in the mutual enjoyment of the said consecrated interest, on account of what any one may have contributed to the same; and that such as contributed nothing, are equally entitled to all the common privileges and enjoyments of other members, during their continuance in that order and subject to the government thereof.

V. It is further understood and mutually agreed; That the junior

order is constituted for the reception, tuition and protection of young Believers;- That it is founded on the consecrated premises of the Church under the care and superintendance of church-members, and supported, as far as may be necessary, from the church-interest;- That into this order Young Believers are admitted on trial. If they be able and willing to work their services are to be gratuitous and voluntary, without wages or hire; if they have property or money, they may put it to use for the mutual benefit of the family, without interest or usury: It is to be valued and entered on an inventory and put into the care of the of the trustees of the church, who are bound to return it in full value, at any time within sixty days after it shall be demanded;- That the property & services of this probationary class are voluntarily appropriated to their mutual support, and any reciprocal services, gifts or donations between that order and the church are to be gratuitous on both sides; without debt or demand.

VI. *It is further understood and mutually agreed*:- That it is a well-known, established and invariable rule in the church & Society, that no one who is admitted as a member, is ever charged for boarding washing lodging, clothing, nursing, or any of the enjoyments of life;- That all are treated as brethren & sisters, children of one family, mutually partaking of the bounties of a kind parentage, and therefore, it is a rule as well-known and as invariable, that no person can be admitted as a member of the Society with any expectation, or upon the condition of receiving wages or hire, as a remuneration for any labor or service rendered or

the labors, services and benefits of members being as freely reciprocated as received:- that no professed member can ever hold or bring any charge of debt, blame or demand whatever against any agent or stewards or trustee in particular or against the society in general, on account of any labor or service, or any gift, present, grant or donation, voluntarily bestowed to the uses & purposes of the institution or for the benefit of any branch of our general community

VII. *It is further understood mutually agreed and declared,* that the order denominated the Church, originated, has been supported and is perpetuated according to the following facts and general principles, to wit;- that a number of families & individuals adjacent to each other, in their local situation, becoming identified in point of religious faith and worship, were induced, as a matter of faith and conscience, to identify also their temporal interest which, according to the laws of the land could not be done otherwise than by virtue of a legal covenant specifying the agreement of the parties, as to the condition in which their property should be placed and the uses and purposes to which it should be applied By this agreement the property was mixed and consecrated to the joint use benefit and support of the several parties so agreeing and uniting, and for other purposes; and by their union & agreement the legal right, title, claim, control and disposal thereof was vested in trustees appointed and authorised by & with

the assent consent and mutual agreement of the parties so covenanting; That the very idea of appointing Trustees and fixing bounds and limits to their authority and control over said property, implied the existence of trustors, who could be no other than the individuals covenanting together and placing their property in that condition; That altho' each individual relinquished his or her personal claim to what he or she might have contributed or devoted to the united interest, yet it was never meant that their equitable ownership in their corporate capacity was conveyed or surrendered to a trusteeship, or that by any legal rights, title, power or authority vested in the trustees, the authority of the trustors was nullified, or the covenant rights and equal privileges of the members, in the least impaired; - That when conveyances of real estate were made to the Trustees and their successors, for the use and benefit of the Church or community it was clearly understood that the persons composing that community were the real proprietors of that interest, and not the Trustees individually, who merely held the fee of it for them and in their behalf; - That the interest thus conveyed, confirmed and warranted to the Church forever through their Trustees, in a continual line of succession is intangible by any existing law of the lands; - That it only remains to perpetuate the existence of the Body of those fundamental articles of covenant

which identify it, in present tense with its primary existence; Therefore, VIII. And Lastly: *In conformity to the preceding facts and principles; We mutually agree,* That whereas the whole end and design of our thus associating ourselves together as a religious community is to receive and freely diffuse the manifold gifts of God, both of a spiritual and temporal nature, to the mutual comfort and happiness of each other, as brethren and sisters of one parentage and of one interest in the gospel and to other benevolent purposes; We therefore, and each of us, mutually, jointly and severally, do promise and agree, to conduct ourselves in a peaceable and orderly manner, according to the precepts of the gospel, and the rules & manners commonly known and approved in the Society or family of which we are members, - that we will labor at all times, according to our several abilities, to support and build up the cause of the Society, - to discharge our respective duties to be kind to each other, in sickness and in health, and in all respects, to make each other equal sharers in all the necessaries and comforts of life, according to the needs & circumstances of each; and having jointly or severally, according to our respective lots, callings, orders, and abilities, contributed more or less to the use, benefit and upbuilding of the church or society in this place, We do by these presents, so-

lemnly covenant with each other, for ourselves our heirs and assigns, never hereafter, to bring debt or demand against the Deacons of the church, nor against their successors, nor against any member of the church or Society, on account of any of our property or services thus devoted and consecrated to the aforesaid sacred and charitable purposes: And these articles shall be a sufficient witness for us, before all men, and in all cases relating to the condition, possession, order and use of the temporal interest of the Church and Society.

In testimony whereof we have hereunto set our hands and affixed our seals on and after the fifteenth day of January, in the year of our Lord one thousand eight hundred & thirty three. In presence of each other.

Date	Sisters' names.		Date.	Brethren's names.	
Jan. 15	Salome Dennis	L.S.	Jan. 15	Issachar Bates	L.S.
	Eunice Bedle	L.S.		Richard McKimer	L.S.
	Malinda Kitchell	L.S.		Robert Baxter	L.S.
	Betcy Milligom	L.S.		Ashbel Kitchell	L.S.
	Eliza Davis	L.S.		Henry Miller	L.S.
	Peggy Naylor	L.S.		James Ball	L.S.
	Mary Ann Duffey	L.S.		William Phillips	L.S.

Date	Visiters' names.		Date	Brethren's names.	
Jan 15.	Jane Patterson	L.S.	Jan 15.	James Milligan	L.S.
	Rachel Zane	L.S.		Alex^r Hughey	L.S.
	Caty Eastwood	L.S.		David Grummon	L.S.
	Eleanor Jackson	L.S.		Thomas his mark Williams	L.S.
	Rezia Hughey	L.S.		John Rue	L.S.
	Elizabeth Simonton	L.S.		James his mark Martin	L.S.
	Esther Ball	L.S.		John L. Eastwood	L.S.
	Elizabeth Maxson	L.S.		James his mark Grummon	L.S.
	Esther Eastwood	L.S.		John his mark Maxson	L.S.
	Peggy Patterson	L.S.		John Davis	L.S.
	Matilda Rue	L.S.		David Rue	L.S.
	Polly Dewit	L.S.		Sam^l Sutliff	L.S.
	Betsy Eastwood	L.S.		John M. Eastwood	L.S.
	Matilda Williams	L.S.		Noah his mark Shafford	L.S.
	Edith Gee	L.S.		William Slater	L.S.
	Polly Ball	L.S.		Daniel his mark M^c Lane	L.S.

Date	Sisters' names.		Brethren's names.	
	Sally Kimal	L.S.	Isaac Houston	L.S.
	Jane Gallaghan	L.S.	James M Patterson	L.S.
	Hannah Mayze	L.S.	Alvah West	L.S.
	Frances Silence	L.S.	David Eastwood	L.S.
	Polly her Rice	L.S.	John Boyd	L.S.
	Abbey her mark Rice	L.S.	April 13th 1840 John C Kingsbury	L.S.
	Nancy her x mark Rice	L.S.	Henry Grove	L.S.
	Rebecca Hathaway	L.S.	Thomas Thompson	L.S.
May 30	Mary Kitchel	L.S.	John Reed	L.S.
	Susannah her x mark Lewis	L.S.		L.S.
	Jane Tucker	L.S.		L.S.
April 13 1840	Sarah Phillips	L.S.		L.S.
	Sarah J Martin	L.S.		L.S.
	Catharine Dyms	L.S.		L.S.
	Frances Aspinall	L.S.		L.S.
	Thela R Wallace	L.S.		L.S.

Date	Sisters' names.	Date	Brethren's names.
April 13th 1840	Deborah Sives		

Date	Sisters' names.	Date	Brethren's names.

1837-38
Ohio
Legislative
Bills
Pertaining

PAPERS
OF
SHAKERS

304

OHIO
Union Village

March 16 1821

8 ℔ of coffee 25 — 2.00

4 nuts — 1.50

10 Room Skins — 2.25

Mfs Vo hoopples — 3.75

Senate. No. 160

Reported by Mr Smith.

A Bill

Declaring the legal effect and operation of deeds & conveyances of real estate to the ~~Deacons~~ Trustees or Deacons of the several Branches of the United Society of Believers, commonly called The Shakers residing within this state.

Sec 1. Be it enacted by the General Assembly of the state of Ohio. That all the lands, tenements & hereditaments, which have heretofore been conveyed by deed, devise or otherwise, according to the laws in force at the time of such conveyance to the Trustees or Deacons of any branch of the church or United Society of Believers, commonly called Shakers within this state, their successors or assigns forever, in trust, for the use of said church or Society, shall with the improvements & appurtenances thereto belonging, descend in perpetual succession to such trustees or deacons as shall from time to time be elected or appointed by such church or society, according to the rules and regulations thereof, in trust, for the use of such Church or Society according to the ~~constitution~~ rules & regulations of the same & the true intent & meaning of such conveyance.

Sec. 2. That all deeds and devises hereafter made & executed, upon good and valuable consideration for the conveyance of any lands, tenements and hereditaments agreeably to the laws in force at the time of the execution of the same to the Trustees or Deacons of any branch of the church or United Society of Believers, commonly called Shakers within this state, their successors or assigns forever in trust for the use of such Church or society, according to the rules, Constitution and covenant thereof, shall be construed to convey a fee simple: and said Trustees or Deacons shall take all the estate in trust as aforesaid, which the grantor or grantors devisor or devisors, had in the lands, tenements & hereditaments thus conveyed, unless it appears by express words a manifest intention that a lesser estate was intended to be conveyed, and such lands, tenements, and hereditaments with the improvements & appurtenances thereunto belonging, shall descend in perpetual succession to such trustees or Deacons as shall from time to time be elected or appointed by such church or society, in trust as is provided in the first section of this act.

Sec 3. That the Trustees or Deacons, for the time being of such church or society as is hereinbefore specified shall have the same power to defend or prosecute suits at law or in equity and to do all other acts for the protection improvement, preservation and conveyance of said lands, tenements & hereditaments subject to the trust aforesaid, as individuals may do, in relation to their individual property. (Subject nevertheless to the limitations, rules & regulations of the constitution or covenant of such church or society as aforesaid)

Note. All appointments successions &c of Ministry Elders & Trustees together with Birth - decease - admission or departure of members recorded in this manuscript have been transferred to the Proper Chh. [illegible]

War. Com. pleas } Daniel Boyd & Thamar Johnson Trustees vs. } In chancery
Nathan Sharp, William Sharp, Caleb Bates & Jonathan Bates — Bill. Filed 9th March 183[illegible]
D. Henkson presiding Judge J. K. Wilds Clk. (Copy) G. J. Smith Sol. for Compl. —

To the Honorable the Judges of the Court of Common pleas within & for the county of Warren in Chancery Sitting

Humbly complaining show unto your Honors, your orators Daniel Boyd and Thamar Johnson of said County Trustees of the United society of Believers called Shakers residing at Union Village in the county of Warren and state of Ohio, and distinguished by the name and title of "The Church of the United Society at Union Village", and of which your orators are the Trustees of the Corporalities of the Church, appointed by said church, supported by its approbation, vested with power to take the charge and oversight of all the property, estate, and interest, dedicated for the benefit of the church aforesaid, and to hold in trust the fee of all lands, & all gifts, grants & donations, dedicated, devoted, consecrated and given up, as aforesaid; who sue for themselves, & for, and on behalf of the individual members of the said church of the United Society at Union Village aforesaid, according to their respective rights in the premises. That prior to the year eighteen hundred and twelve, the said United Society of Believers commonly called Shakers as aforesaid, settled and was organized at Union Village aforesaid and in the month of January in the last named year, certain terms & agreements of association were made and settled between them, called the church covenant pursuant to the usages & articles of belief of that denomination. by which it was, among other things agreed that it was fit and proper that certain individuals should be intrusted with the care and management of the temporal interest of the church, as deacons or Trustees and empowered to exercise all the duties thereof, according to the rules & regulations of the church theretofore known and practised; and it was made the duty of the deacons or Trustees aforesaid to take the immediate charge & oversight of all and singular the property estate & interests dedicated devoted & given up to the joint interest of the Church with all gifts, grants or donations that might at any time be given or devoted for the benefit of the church or for the relief of the poor or any such charitable use or purpose, and the said joint interest, estate, gifts, grants, and donations were to be held by them in the capacity of deacons or Trustees, and were to be and remain forever inviolably under the care & oversight and at the disposal of the deaconship of the church in a continual line of succession. And all the transactions of the deacons in the use and disposal of the joint interest of the church were to be for the mutual benefit of the church and in behalf of the whole body, and to no personal or private end or purpose whatever: And when by death or any other means any deacon or trustee should cease to act in the office aforesaid, then all & singular the powers vested in, and duties incumbent upon him were to devolve upon the successor appointed to fill the place in said office and trust. And they were vested with the power of managing and disposing of the property and interest of the church as aforesaid, and of making all just and lawful defense for the security & protection of the joint interest & privileges of the church, and all the transactions of such Trustees were to be valid so long as they acted in the official capacity of deacons or trustees in union with the body, according to the tenor of s. covenant,

and no longer. It was further agreed that all who were received as members of the church were to be of lawful age, to act for themselves, & to offer themselves freely and voluntarily as a religious duty according to their own faith & desire and such as had property and were free from any just demand, were allowed to bring in and devote, as a part of the joint interest of the church, all such property as they justly held and had an indisputable right to, as their lawful interest: and the joint interest of the church thus formed and established by the free will offerings of the members respectively, should be possessed by the whole body jointly as their natural and religious right; that is, all and every individual of or belonging to the church should enjoy equal rights & privileges in the use of all things pertaining to the church according to their order & as every one had need, without any difference being made on account of what any one brought in. And it was made the duty of said trustees to keep or cause to be kept in a book or books provided for that purpose a copy of the said covenant together with all other records or matters of a public nature, that might be necessary for the information and satisfaction of all concerned, and for the security of the joint interest of the church committed to their care. And it was further covenanted and agreed by the members of said church that for themselves their heirs and assigns they would never thereafter make any account of any property labor or service devoted by them to the purposes aforesaid or bring any charge of debt or damage or hold any demand whatever against the church a community or any member thereof on account of either property or service, given, rendered or consecrated to the aforesaid sacred and charitable uses. And at that time, Peter Pease, Nathan Sharp & John Wallace were duly ordained and appointed to the office of deacons or Trustees of the church aforesaid, and afterwards, to wit, in the month of December 1829 the Agreement, Constitution, or Covenant of said church and the members thereof, then adopted was revised, renewed, improved & confirmed, & certain articles of agreement called the Covenant or Constitution of the Church at Union village Ohio, containing a summary of the principles rules and regulations established in the church of the said United Society which were to be kept and maintained by the parties thereto both in their collective and individual capacities as a covenant or Constitution which should stand as a lawful testimony of their religious association before all men & in all cases of question & law relating to the possession & improvement of the consecrated interest, property and estate, were adopted & agreed upon: And your Orators further state that by said amended covenant or constitution it was provided that the trustees or office deacons should be vested with power to take the charge & oversight of all property, estate and interest dedicated, devoted, consecrated and given up for the benefit of the church, to hold in trust the fee of all lands, belonging to the church together with all gifts, grants and donations which had been or might thereafter be dedicated devoted, consecrated and given up as aforesaid: and the said property, estate, interest gifts, grants and donations were to constitute the consecrated & limited interest of the church, and should be held in trust by the said deacons, as acting trustees in their official capacities and by their successors in said office & trust forever. And it was made the duty of said trustees to improve, use and appropriate the said United interest for the benefit of the church in all its departments.

and for such other religious and charitable purposes as said trustees, according to counsel, might judge proper; and also to make all just & ~~lawful~~ equitable defence in law for the protection & security of the consecrated and united interest, rights and privileges of the Church and Society jointly and severally as an associated ~~body~~ community, as far as circumstances and the nature of the case might require, provided that all the transactions of the said Trustees in the management, protection, defence, and disposal of the aforesaid interest should be for the benefit and privilege, and on behalf of, the Church or of the society as aforesaid and not for any private interest, object or purpose whatever. They were also required to keep or cause to be kept, regular books of account, in which all business transactions should be entered, and that the trustee or trustees who might be vested with the lawful title or claim to the real estate of the church should make and execute a Declaration of trust in due form of law embracing all and singular the lands, tenements & hereditaments with every matter of interest pertaining to the church which at the time being might be vested in him or them, or that might in future come under his or their ~~trusteeship~~ charge of office during his or their said trusteeship. And the said Declaration so to be executed, should be recorded in the book of Records provided for by said covenant. And among other things a special covenant was signed by the members of the church of said United Society, binding themselves in substance to conform to the rules and regulations of the church and especially they dedicated devoted and consecrated themselves ~~to the service of God~~ their services and all their temporal interests to the service of God, and the benefit of the church: and they did unitedly and individually for themselves, their heirs & assigns release and quit claim to the deacons or acting Trustees, of the church for the purposes aforesaid, all their private, personal right, title interest claim and demand, of in and to the estate, interest, property and appurtenances so consecrated devoted and given up, and that they would never thereafter, neither directly nor indirectly under any circumstances whatever contrary to the stipulations of the covenant, so by them signed, make or require any account of any interest, property, labor or service or any division thereof which was, had been or might be devoted by them or any of them to the uses and purposes aforesaid; nor bring any charge of debt or damage or hold any claim or demand whatever against the said deacons or Trustees: or against the church or society or against any member thereof on account of any property or service given, rendered, devoted or consecrated to the aforesaid sacred and charitable purposes; which covenant was signed by Nathan Sharp, then and for a long time before a member of the church and Society aforesaid and of full age, and by many others amounting in number, with those who have since signed it to more than two hundred and thirty members.

And your orators further show that from the time of his first appointment in the year 1812, the said Nathan Sharp continued to be a trustee of the temporalities of the church of the United Society aforesaid, otherwise called an office deacon, until the 9th day of September 1835. when he withdrew from said Society and Church, ceasing of course to be a Trustee thereof, leaving your orator Thomas Johnson (together with Henry Valentine who has since resigned his trust) his co-trustees, and on the removal of said Sharp, one William Runyon was appointed to fill the vacancy: but who does not

now occupy that office. Said Sharp having on the 14th day of September 1835, been regularly and formally deposed from the office of Trustee as aforesaid, and by virtue of the rules and regulations of said Church your orators the said Daniel Boyd and Ithamar Johnson the present Trustees of said Church of the United Society are vested with the right to all the property of said Church, as trustees as aforesaid, and it is made their duty to prosecute, sue and defend in all courts for and on behalf of the church aforesaid and the members thereof, for whose use this suit is brought, as before mentioned. Your orators further show that the said Nathan Sharp while acting as Trustee for said Church as herein before mentioned from January 1812. until the 9th day of September 1835. was generally the acting Trustee and principal agent of the church aforesaid, in the management of their temporal concerns and had much of their property and effects under his individual care, and control and management. For a time he was connected with Peter Pease and John Wallace, also Trustees: a part of the time with your Orator Daniel Boyd as Trustee, at another time with Peter Pease and Lewis Valentine as Trustees. and at another time with Lewis Valentine alone as trustee, and during all said Priod had in his hands large amounts of property and effects real and personal, rights, credits monies, choses, and effects of said community: some of the evidences of title were perhaps in his own name, but the legal titles generally in connection with others his co-trustees; some of which titles exhibited on the face thereof the trusts for which he held the same; and others perhaps did not show such trusts: But all the property real & personal, monies, rights, credits, choses and effects, held by said Nathan Sharp within the period aforesaid, either in his own name severally, or jointly with others; whether expressed to be in trust or apparently for his own use your orators charge, were in fact all for the use and benefit of the church of the United Society aforesaid to whom they belonged; said Nathan, during the period aforesaid, having no individual property of his own. Your orators further show that on the 18th day of March eighteen hundred and thirty, said Nathan in accordance with his duty, and pursuant to the rules of said United society. executed a Declaration of trust, which was lodged among the papers of said church a copy of which is hereunto annexed marked (A) and prayed to be read by the court and taken as a part of this their Bill of complaint. That in and by said Declaration of trust a large number of tracts of land are mentioned belonging to the Church or to said Society: and the said Nathan Sharp thereby declared that for the purpose of securing the true and faithful application of the property aforesaid, real and personal, to the sole use and benefit of the church aforesaid his name with others was made use of in the aforesaid several deeds or releases (in said Declaration of trust mentioned) in trust for the joint use, benefit & behoof of the Church aforesaid, whose names were subscribed to the Constitution & Covenant herein before mentioned, and to be and remain forever subject to the management, control & disposition of the trustees for the time being of the aforesaid Church in the manner and for the purposes expressed in the aforesaid covenant or Constitution as ratified and confirmed on the 31st day of December 1829. and he covenanted with the Elders and Deacons of the church and their successors in Eldership and deaconship, that it should be lawful for the trustees of the said Church for the time being, from time to time to ask, demand, receive & take the rents, issues and profits of said premises: and that the property so held by him in trust as aforesaid both real & personal should be wholly applied to the use and benefit of the Church aforesaid according to the usages, rules and directions of the Eldership of said Church and in conformity to the stipulations of

the Covenant or Constitution of the Church aforesaid and for no other use or purpose whatever, and that any deeds or conveyances, sales or transfers necessary to carry into effect and secure said uses to the objects aforesaid he would execute and make at any time and in any form required: which Declaration of trust was signed, sealed and delivered by said Nathan Sharp, and embraced both real & personal property. And your orators do not positively and certainly know whether said Declaration of trust contains and specifies all the property of the said Church and community, then under the control and management of the said Nathan Sharp, but they believe & so charge the fact to be, that other property real & personal both before & since the date of said Declaration of trust, has come into the hands of the said Nathan which is not included therein, and perhaps some of it conveyed to him individually, and not as Trustee: but they are not able to state and set forth with precise certainty the particulars in relation to said property, said Nathan only being fully acquainted with the particulars thereof. While said Nathan was thus acting as Trustee & Agent unbounded confidence was reposed in him by the Church: and he was left to manage its money concerns in many respects according to his own judgment & discretion. And the account of his transactions was kept by himself, with a very imperfect opportunity on the part of the community of discovering, detecting or correcting errors. A large amount of property of almost every kind was passing almost constantly through his hands. Purchases were made, sales effected, money paid & received, & accounts to some extent kept by said Sharp, up to about the first day of May eighteen hundred & thirty five: after which time he made no entries on the books of said United Society or community aforesaid, of his transactions, and on the 9th of September 1835, said Sharp withdrew altogether from said Church and Society, and has ceased to have any connection therewith. and took with him as your orators charge and believe, a large amount of personal property belonging to said church and community aforesaid, consisting of monies, debts, stocks, promissory notes, bonds, certificates of deposit one horse & perhaps other effects of which the particulars are unknown to your orators. but amounting in the whole as your orators believe, to the sum of from $12,000 to $20,000. Said Nathan also retains in his name the legal title of the lands, tenements and hereditaments belonging to said church, and in some instances perhaps deeds and other evidences and muniments of title bonds, mortgages, promesory notes, title papers, books of account, and other documents & vouchers of said Church, and still withholds the same therefrom and from your orators the trustees thereof, refusing to give any satisfactory account or to surrender up and convey the property & effects aforesaid, or any part thereof — And your orators are apprehensive that he has disposed or will dispose of the same, or a part thereof to his own use and benefit. And your orators further show, unto your honors that on or about the 26th day of August 1835 as near as your orators can now recollect one James Jones of the county of Warren aforesaid purchased of the then trustees of said United Society at Union Village, Shaf Valentine and Johnson a tract of land belonging to the Church aforesaid containing upwards of 82 acres. in sections 6. & 6. Town 3 and range 3 in Warren county aforesaid for which he took the title bond of the then said Trustees the deed to be executed when the whole purchase money should be paid. Said Jones at the same time in part consideration for said land executed his three promissory notes one payable in 8 months for $200, one in 12 months for $200, one in 18 months for 273, 93 cents. said notes were made payable to

Nathan Sharp, but your Orators aver that they are the property of the church of said United Society, for whom they sue: The land sold to said Jones and in part consideration for which said notes were given, being at the time the property of said Church and not the property of said Sharp. Your Orators have executed to said Jones a deed for said land and a bond to indemnify him from the payment of said notes, and said Jones has paid to your orators the balance of the purchase money for said land. But said Nathan, unjustly & improperly detains said notes from your orators and wholly neglects to deliver them up as in justice & equity he is bound to do. They further state that said Nathan has or had in his possession when he ceased to be a member of said Church and Society and abandoned the same, the original leases for lots No 2. 4, and 5. in section No 29. granted for religious purposes in original surveyed township No 4. Range 3. in Warren county aforesaid. Lot No 2. contains 153 acres, Lot N 4, 104 acres. and No 5. 104 Acres. Your orators cannot state the precise date of said leases, but the same as they believe were executed by the Trustees of said original surveyed township, for the time being, and were for ninety nine years renewable forever, as your orators believe. It is probable that lot No 2, was originally demised to one Jeffreys and the same may have been transferred to said Sharp by him or some intermediate assignee. No 4 & 5. were handed over to said Sharp by your orator Daniel Boyd, about the year 1830, when he ceased to be a Trustee of said society: having since been reappointed to that office. and he endorsed his name on the back of said leases, for the unexpired term But your orators aver that said leases for the unexpired term, and the use, ownership and control of the premises conveyed thereby, to whomsoever originally demised, by whom transferred or in whose possession said leases may be. (so far as said Sharp or his transferees are concerned) are the property of the church of said United Society, for whom as well as themselves your orators sue, and not the individual property of said Sharp as he well knows: But he unjustly, fraudulently and inequitably withholds & detains from your orators the said leases, in whose possession and under whose control they should be as trustees as aforesaid. Your orators further state that said Union village is situated in the county of Warren Ohio, & that the several tracts of land specified in the Declaration of trust herein before mentioned, and a copy of which is filed herewith marked (A) are situated in the county of Warren aforesaid- That the legal title thereto is in part at least in said Nathan Sharp. and that he holds some of the original deeds in his possession, and other evidences of title, that he still holds a large amount of the personality which he took away with him when he abandoned said Society, and refuses, altho requested, to surrender up the same, or to account to your orators therefor. falsely pretending said church is indebted to him. and that he will not settle until paid, which pretences are wholly false & fraudulent

Your orators further show unto your honors that by the rules of the said Church at Union village the legal title of all their property is vested in the Trustees for the time being and no member has a right to demand receive, or control any part thereof, otherwise than to receive his support from the Society or Church: And said property is at all times subject to the control, management and disposition of said trustees, for the time being, for the use & benefit of the church: and the members of said Church now consists of a large number both male & female, exceeding 220. and the same are so frequently changing by deaths, removals, and additions, that the members individually cannot be

made parties hereto without extreme inconvenience, almost endless delay and a total denial of justice; Your orators further state that all those persons who are herein before named as having formerly acted as trustees of said Church & Society with said Sharp have released & conveyed all their title & interest as trustees, to said Sharp, or otherwise settled and accounted for their respective trusts, to the satisfaction of the church (the said John Wallace excepted:) But said Sharp wholly neglects to settle ~~and~~ account and said Wallace has abandoned said Society and gone to parts to your orators unknown

Your orators further state, that William Sharp of the county of warren aforesaid a brother of said Nathan and Jonathan Bates & Caleb Bates of the county of Hamilton, Ohio, they have reason to believe, have come into the possession of of property, funds, monies, stocks, certificates of deposite or other rights & claims to a large amount belonging to said Church at Union village, by transfer or otherwise, fraudulently, from said Nathan ~~Sharp~~ knowing the same to be the property of said church or society; your orators pray that the said William Sharp and Caleb and Jonathan Bates who are partners in trade, trading under the ~~firm~~ name & firm of C. and J. Bates, may be made defendants to this your orators Bill, and that they ~~may be~~ required under their corporeal oaths to answer the same, and particularly to set forth and discover and disclose what property, rights, credits, monies, or effects were thus transferred to them or either of them, and when & under what circumstances, for what consideration, and whether the same was not the property of said church; and that they were so informed at the time they received the same. Your orators would further represent unto your honors, that after said Nathan with drew from said Society at Union village and ceased to be a trustee of the said church he was in an amicable and friendly manner requested by Henry Valentine & Joshua Worley members of said Church, to surrender to the Trustees for the time being of said Church, all the property, effects, vouchers, documents & title papers aforesaid and render a full account and disclosure of his doings, and of the property of said church and funds, monies and effects in his possession & control, which he refused to do, still neglects and refuses to do, and unjustly withholds the same, All which is manifestly contrary to equity and good conscience, and manifestly tends to the injury and oppression of your orators, and those for whom they sue, as aforesaid. Your orators are apprehensive that said Nathan is about to depart out of the state of Ohio, and beyond the jurisdiction of this court with the trusts, effects aforesaid, or some part thereof, so that the process of this court cannot reach him, to compel the execution of any decree ~~that~~ that may be rendered in the premises. To the end therefore that justice may be done to your orators and those for whom they sue, in the premises: your orators pray that the said Nathan Sharp may also be made a defendant to this your orators' bill, of complaint, and that he may be compelled upon his corporeal oath, full, true, and perfect answer to make to all the allegations of the same fully and completely and particularly as though the same were here again repeated, and he thereunto particularly interrogated. And that he may state under oath whether he was not a member of the church of the United Society at Union Village and a trustee there of for the period hereinbefore stated? Did he not sign the covenant or agreement when at full age? Were not the principles upon which said Ch. was organized, and the rules and regulations there of substantially as herein before specified? Did he not abandon said church, at the time in this bill mentioned carrying with him, a large amount of property belonging to said Church?

and state its amount, kind and value. Did he not sign seal & deliver the Declaration of Trust herein before specified, and do not the lands embraced therein all lie in the county of Warren aforesaid? Are not your Orators at this time the trustees or deacons of the temporalities of said Church of the United Society aforesaid. Was he not in his possession, power or control the leases on Section No. 29 herein before mentioned, and the said promisory notes executed by James Jones and are not said leases and notes the property of said Church and properly subject to the control of your Orators: and especially that the said defendant Sharp may set forth and discover a full, perfect, and detailed account of all his acts & doings as agent or Trustee of the Church of said United Society at Union Village, whether jointly with any other person, a persons or by himself alone, since the month of January 1812 up to the 9th of September 1835. and also his individual and personal acts since that period, setting forth especially all property purchased or sold, the prices thereof, all monies or other property rec. or how the same was disposed of. And more especially, what property, real or personal, monies, notes, bonds, contracts, stocks, leases, deeds, titles papers muniments, books, writings, vouchers, securities for money, monies or other effects or valuable things, he the said Nathan held on the 9th day of September 1835. or at any time within a year before that day either in his own hands or control, or in the hands or control of any others, for him or jointly with him belonging to said United Church and Society at Union Village What deeds, leases, titles, contracts, conveyances or mortgages for real estate or any interest therein, the said Nathan held, either severally or jointly with others, or were held by any other person a persons or body corporate for him, or in his name on the said 9th day of September 1835 or at any time within a year before that day not included in said Declaration of trust herein before referred to, and that he may set forth a particular, full and complete description Statement and account of all the property of the church of said United Society, at the time he the said Nathan, withdrew from them which was in the hand, control of said Nathan, whether the title thereof was vested in the said Nathan individually or as trustee or otherwise; and that he may answer & discover whether he has not taken some deed or deeds of conveyance, contracts, mortgages, lease or leases, or some title or titles to real estate or permanent leasehold, interest or some interest therein to himself individually, without stating therein any trusts for said Church which he was a trustee thereof or acting for them either before or since his withdrawal from said Church; and that he may answer and say what property of said Church real or personal, monies, stocks, credits, notes, bonds, leases, obligations, goods, chattels, or other effects he has sold, disposed of or transferred since the 9th day of September 1834, and for what prices and on what terms and to whom? What stocks, notes, bonds, judgments, or other evidences of debt or claim or of stock or interest in the stock of any corporation, belonging to the church of said United Society at Union Village, or procured with their funds or the proceeds thereof; which now are or were on the 9th of September 1835. or at any time since the 9th of September 1834 in his hands, custody or control; where the same now are, and in whose hands, possession or care, or to whom they have been transferred and where? May it please your honors, the premises

considered, your Honors would on the final hearing of this cause, order adjudge and decree, that said Nathan Sharp may make a full discovery of all his transactions as a Trustee of said Church of the United Society at Union Village and that he may release, quit claim and convey to your orators as trustees thereof & for their use, all the lands, tenements, hereditaments & bonds herein before mentioned and referred to, and that he may be compelled to account fully and come to a final and full settlement as late Trustee aforesaid, & that he may be decreed to restore to your orators all the Books, papers, evidences of title, and other property in his possession, power or control, belonging to said Church; that he may be enjoined from proceeding to collect the promissory notes herein before referred to, executed by James Jones to said Sharp, and that the same may be delivered up to your orators, that he may be injoined from interfering with the property in his hands or possession belonging to said Church, & the united Society aforesaid, and that he may fully account and a decree rendered against him for the same, and that said William Sharp and Jonathan and Caleb Bates may be compelled fully to account to your orators for the property of said Church of said United Society transferred to them by said Nathan. May it please your honors to grant to your orators the writ of ne exeat as against said Nathan Sharp to prevent his departures out of this state until Security is given to perform the decree which may be rendered in this cause, and as to all the defendants such other and further relief as may be consistent with equity and good conscience, and to your Honors may seem meet, your writ of Subpoena &c.

And as in duty bound your Orators will &c.

George J Smith
Sol for Compl'ts

Daniel Boyd
Thomas Johnson
Trustees as aforesaid.

The State of Ohio
Warren county } ss. On this 7th day of March 1836. personally appeared before the Subscriber Master commissioner in Chancery of the court of common pleas within and for the county of Warren aforesaid Daniel Boyd one of the above complainants who being duly affirmed deposeth & saith that the allegations stated and set forth in the foregoing bill of complaint so far as the same are stated and set forth from his own knowledge are true in substance & in fact. Those stated from the information of others he believes to be true. — —

Daniel Boyd.

Affirmed and Subscribed before me this 7th of March, 1836.

J. K. Wilds mas. Com.

fees $0.25

War. Com. Pleas.

Archibald Meacham Daniel Boyd.
Thamar Johnson. Trustees & Others
vs. In Chancery
Nathan Sharp, Francis Doris &
George Legier.
Bile - Filed 12. May 1836.

Copy
G.J. Smith Sol. for
Compl.s. - - -

To the Honorable, the Judges of the court of common pleas, within and for the county of Warren in Chancery sitting.

Humbly complaining show unto your Honors, your orators Archibald Meacham, of the county of Hamilton & State of Ohio, who sues for himself and his associates, and those having interest in the premises, being late members of the United Society a community of people called Shakers, formerly living at West Union in the county of Knox and state of Indiana, as will hereafter be more specifically set forth. Daniel Boyd and Thamar Johnson Trustees of the united Society of Believers called Shakers residing at Union Village Warren county Ohio. Abraham Wilhite & John R. Bryant Trustees of the United Society of Believers called Shakers residing at Pleasant Hill in the State of Kentuckyy: Eli M'Lean and George Rankin Trustees of the said United Society residing at South Union in the state of Kentucky: Alexander Hughey and David Rice, Trustees of the said United Society, residing at Waterolict Montgomery county Ohio. Which said Trustees prosecute this suit for themselves and the members of the several united Societies of Believers aforesaid called Shakers whom they respectively represent in proportion to their respective interests therein.

That prior to and in the month of January eighteen hundred & twenty-seven there was a society or community of United Brethren commonly called Shakers, located, settled and then residing at Westunion in the county of Knox & State of Indiana; that said society was organized and the members thereof associated together pursuant to the usages customs & articles of belief of that denomination and had as early as the year 1822 and entered into a covenant or agreement to unite their property together in one joint interest, according to the known rules and uniform practice of said denomination, and by the said covenant or agreement it was further stipulated in substance that all the property and effects, real & personal of said community should be under the care and control of Deacons or trustees who should be intrusted with the care of all the temporal interests of said Church or community, to be appointed according to the rules of said community, and

subject to be at any time removed, according to the rules and regulations of said community. It was also a rule, that all who were received as members of the church were to be of lawful age to act for themselves & offer themselves freely and voluntarely as a religious duty, and such as had property and were free from any just demand, were allowed according to their own faith to bring in and devote as a part of the joint interest of the church all such property as they justly held and had an indisputable right to as their lawful interest and that the joint interest of the community thus formed and established by the free will offerings of the members respectively should be possessed by the whole body jointly as their natural and religious right, that is, that all and every individual of or belonging to the church should enjoy equal rights & privileges in the use of all things pertaining to the church, according to their order and as every one had need, without any difference being made on account of what any one brought in, and it was made the duty of all the members to support and maintain the joint interest of the Church according to their several abilities, for the good of the whole. It was further made the duty of the Deacons or Trustees to take the immediate charge and oversight of all & singular the property estate and interest dedicated, devoted and given up as aforesaid to the joint interest of the community with all gifts, grants or donations that might at any time be given or devoted for the benefit of said community or for the relief of the poor or any such charitable use or purpose; and the said joint interest estate, gifts, grants and donations were to be held by them in the capacity of deacons or Trustees, and were to be and remain forever, inviolably under the care & oversight and at the disposal of the deaconship of the church in a continual line of succession; and all the transactions of the deacons in the use and disposal of the joint interest of the community were to be for the mutual benefit of the community and in behalf of the whole body and to no personal or private end or purpose whatever, and when by death or any other means any deacon or Trustee should cease to act in the office aforesaid, then all & singular the power vested & duties incumbent upon him should devolve upon the successor appointed to fill his place in said office and trust and under the restrictions & limitations aforesaid, they were vested with the power and authority of managing & disposing of the property and interest of the community or society and of making all just and lawful defense for the security & protection of the joint interest and privileges of the same.

And your orators further show that it was stipulated in said covenant and agreement entered into by the members of said community, and one of the rules by which they were governed that the members of said church or community should never thereafter make any account of any property labor or service devoted by them to the purposes of the community or church or bring any charge of debt or damage, or hold any demand whatever against the church or community or any member thereof on account of either property or service given, rendered or consecrated to the aforesaid sacred and charitable uses. And your orators further charge that the said community living and residing at West Union aforesaid, held a large amount of property real and personal, and the said month of January 1827 the said community having ascertained their location to be unhealthy mutually agreed among themselves,

to abandon the same, dispose of their property and unite themselves with other societees of brethren of the same order, faith and belief in the states of Ohio and Kentucky: And thereupon it was mutually agreed between the said community and the United Society of Believers commonly called Shakers at Union village in the county of Warren & State of Ohio, and a like Society of the same denomination organized under similar rules and regulations and residing at Pleasant Hill, in the state of Kentucky, (The Society at Union village being organized and associated together under the same general rules and regulations, or those of a similar character) that the property of the said community at West union or the proceeds thereof should be united or amalgamated with the property of the Union village & Pleasant Hill societies and with that of any other like society in Ohio and Kentucky to which any member of said West union society might choose to remove; to be there held in the same manner, and on the same terms as any other property of said societies, and to be distributed to each of said societies in proportion to the number of members of West union Society that should emigrate to each. And for the purpose of executing such intention and perfecting such arrangement aforesaid, the said West union Society by their then trustees duly authorized, to wit, George Legier & James Hopkins and also for themselves conveyed and transferred all their property real & personal rights credits and effects, to one Nathan Sharp at that time a Trustee and general agent of the said Society at Union village and one Francis Vories, at that time Trustee & agent of said Pleasant Hill society, in trust to hold & dispose of the same; and apply the proceeds pursuant to the arrangement aforesaid, under the direction of your orator Archibald Meacham at that time the Minister & spiritual leader & Father of said West union Society: That among the property thus transferred and conveyed to Nathan Sharp & Francis Vories and the following tracts and parcels of land, to wit:- Tract No 120 of 400 acres No 261. of 400 acres No 205 of 200 acres No 206 of 50 acres No 207 of 150 acres No 174 of 50 acres and No 175 of 50 acres) all on Busseron creek in Knox county in the state of Indiana. Also a tract of 300 acres on Maria creek and a tract of 80 acres patented to Benj.n Knox both in the state of Indiana aforesaid. Also four quarter sections in the State of Illanois. of 160 acres each, patented to George Legier trustee. Also two other quarter Sections of 160 acres each in the state of Illanois patented to Adam Gallagher and William Douglas Trustees. For a more particular discription of all which transactions your orators refer to a deed bearing date the 25th day of January A.D. 1827. executed by George Legier then Trustee of said West union Society to said Sharp and Vories for lots and locations therein mentioned, a copy of which is herewith filed marked (A) and prayed to be taken & received as a part of this bill of complaint. Also to a title bond executed by Henry Miller & others, George Legier, and James Hopkins, Trustees of the said Society at West Union and said Sharp and Vories, conveying to said Sharp & Vories, the goods, chattels stock &c of said West union Society bearing date the first day of January 1827

A copy of which, except the signatures, is filed herewith marked (B) and made part of this Bill. Also to a copy of the articles of agreement entered into on the third day of January 1827, By and between George Legier and James Hopkins Trustees of the said society at West union, and said Sharp & Vories, conveying to said Sharp & Vories the goods, chattels Stock &c. of said West Union Society which said copy is marked (C) filed herewith & prayed to be made a part of this bill. And also to a paper signed, sealed and executed by Nathan Sharp, Francis Vories and your Orator Archibald Meacham signed & sealed or endorsed by in blank bearing date the 17th day of February 1827, reciting the execution of deeds for the real estate hereis before named and a Declaration by said Sharp and Vories that their names were only used in trust for Archibald Meacham with power to sell and dispose of the same and to account to the said Archibald & his associates for the proceeds and binding themselves their heirs &c to make a full release, conveyance & quit claim to the whole & every part of the said premises, at any time. A copy of which last mentioned paper is filed herewith marked (D) and which your orators pray may be taken as part of your orator's bill of complaint And also to a copy of the deed of conveyance for the before mentioned real estate to be filed herewith and marked (E) and prayed to be taken as part of this bill of complaint An authenticated copy thereof signed by the grantors will be produced on the hearing of this cause signed by the members of said community at West Union. They also refer to a copy of a deed filed herewith marked (F) executed to said Sharp & Vories by Benjamin Knox and Chancy Daniels, and pray that it may be taken as part of this bill. The originals or authenticated copies of all which your orators will produce if required, on the hearing of this cause. And your orators further represent unto your honors that the personal property sold and transferred as per bill of Sale, copy marked (B) embraced almost all kinds of personal property usually found on a farm and the same they expressly charge was to have been disposed of and the proceeds used for the benefit of the members of said societies, or communities at West Union, Union Village, and Pleasant Hill, as the proper authorities thereof should direct, pursuant to the arrangement herein before stated. And on the making of said transfer and conveyance to said Sharp & Vories, said Sharp & Vories executed the Declaration of trust to your orator Archibald Meacham, setting forth and declaring that they held all and singular the lands aforesaid of the said West union society in trust, to dispose of the same and account to your orator the said Archibald Meacham & his associates for the proceeds, and to release and convey the same lands and surrender up the same trusts when required to the said Archibald & his assigns as by the copy exhibit (D) will more fully and at large appear. And thereupon the said West union Society was dissolved, and the members constituting said community removed to the societies of the same denomination of people in the States of Ohio and Kentucky as follows, to wit, To the society at Union village Warren county Ohio, 46 members of which society your orators Daniel Boyd and Ithamar Johnson are the Trustees. To the Society at Pleasant Hill, Kentucky 15 members, of which society Your orators Abraham Withoit & John R. Bryant are at present the trustees. To the Society at South Union Kentucky 8 members of which society your orators Eli M.c Lean & George Rankin are the Trustees, To the Society at Watsonia Montgomery county Ohio 9 members of which society your orators Alex.r Hughey &

David Price are the Trustees. Your orator Archibald Meacham is now a member of said United Society of Believers commonly called Shakers residing at Whitewater in the county of Hamilton and State of Ohio and the only one of that Society residing at that place, and he and your orators Trustees as aforesaid prosecute this suit for themselves and for and on behalf of the members of the several societies and communities aforesaid whom they represent and of which they are trustees or deacons as aforesaid in proportion to their respective rights and interests. The title of all the joint property of said Society, by the rules, regulations and covenants thereof, being vested in your orators the trustees thereof who sue as aforesaid pursuant to the rules and regulations of said societies, the members thereof being so large and so frequently changing by death removals & otherwise that the members thereof cannot all be made parties to this bile without extream inconvenience, useless delay and a total failure of justice. Your orators further state, that by virtue of the terms on which the property of the West Union Society was disposed of and vested in said Sharp & Vories, each of the above mentioned societies is entitled to a share thereof in proportion to the members of the Society from West Union united with those societies as above stated; and your orator Archibald for the more convenient execution of the trust aforesaid deposited said Declaration of trust with the Trustees for the time being, of the said Society at Union Village, to hold & control the same in conjunction with your orator Archibald, and with him to ~~execute~~ enforce the due execution of the said trust. And your orators further state, that the said Nathan Sharp from the month of January 1812 up to the 9th day of September 1835. continued a trustee and agent of the said Society at Union Village, on which last mentioned day he withdrew from said Society. ceased to be a ~~member~~ trustee thereof, and on the 14th day of the same month was formally removed from office.

And your orators further state that said Francis Vories has long since withdrawn from the denomination of United brethren called Shakers as aforesaid has ceased to be a member thereof and to act under said trust; but whether he has made any release or transfer of said trust to said Sharp your orators are not certainly advised; altho they have been informed and believe such to be the fact, that the said Vories surrendered up all his interest and title in said trust with all the trust property to the said Nathan Sharp; and said Nathan Sharp having withdrawn from said Society as before stated, and thereby ceased, by the rules of said society, to have any further right to execute a trust on their behalf, your orator Archibald for himself and his co-complainants has required him to surrender up said trust and convey said trust property & effects undisposed of (if any) and the proceeds of such as have been disposed of to your orators, and render a full account of his proceedings thereon which the said Nathan has wholly failed & neglected to do: Your orators further state that they have been informed & believe that the said Sharp & Vories sold a very considerable part of the said trust property both real & personal for a large sum of money, that a part of said money was applied to the extinguishment of debts against said Society at West Union; but they cannot state the amount that has been sold the prices thereof nor the amount (if any) applied in the payment of the

debts of said Society. There has also been paid over of the proceeds of said trust property, by the said Nathan Sharp to the said society at Union Village the sum of seventeen hundred & seventy six dollars: To the society at Pleasant Hill, the sum of six hundred dollars: to the Society at South Union Kentucky the sum of three hundred & fifty four dollars, To the Society at Waterloo Ohio the amount of 353 Dollars and to the society at White water Hamilton county Ohio where some of the brethren from West union did reside one hundred & eighteen dollars. But there still remains a large amount of said trust property in the hands of said Nathan unaccounted for among which are monies, as your orator believes, to the amount of from four to ten thousand dollars, or upwards, That one of said quarter sections of land herein before mentioned had a mill thereon, was valuable, and sold for a large sum the proceeds of which have either been paid to said Nathan or remain in his hands in the form of securities for debts due. And your orator charge that there was other trust property included in said trust or which came to the hands of the said Nathan and Voris or to the said Nathan alone, which is unknown to your orators and to which they have been unable particularly to refer.

Your orator Archibald, in a friendly manner called on said Nathan to render a full account and disclosure of all his actings, doings & proceedings in relation to the said trust, and the property of the said West Union Society which he utterly neglected and refused to do and still neglects & refuses so to do and withholds the same: Neither has the said Francis Voris ever made any settlement or account of his actings and doings as a trustee in relation to said property as aforesaid, with your orators or either of them. But now so it is, may it please your Honors. that the said Nathan Sharp, combining & confederating with the said Francis Voris and with divers other persons at present to your orators Unknown but whom when discovered they pray may be made parties hereto, with apt and proper words to charge them how to injure and defraud your orators and their associates and members of the society for whom they sue, sometimes gives out in speeches and pretends that the business performed by him for the West Union Society as herein before stated having as he alleges been performed for others and not for the society at Union Village of which he was then a member he has a right to a compensation therefor, & will charge enough to cover the balance in his hands whereas your orators charge that said pretence and claim of said Sharp are false and fraudulent, That said Sharp well knew that said business was undertaken by him as the trustee & agent of the Society at Union Village: that in that capacity the services were undertaken and performed: that his services belonged to the society at Union Village that said business was undertaken by the direction of said society, and as an act of kindness and benevolence to the community at West union and for the benefit of the members of said community who afterwards removed to union village and other societies. And your orators charge, that by the Covenant or Constitution of the church at Union Village signed by said Sharp, freely, voluntarily and when of full age, and for more than 20 years acquiesced in by him, his services were dedicated & consecrated to the Church, and that he thereby stipulated that he would never thereafter neither directly nor indirectly under any circumstances whatever make or require any account of any interest, property, labor or services, or any division thereof which was, had been or might be devoted to the uses & purposes aforesaid

and your orators charge, that he could have no claim in his own right, for any business carried on for said Westunion Society. That at the time said services were undertaken and performed it was the distinct, clear and perfect understanding of both said Sharp and Voris that they as individuals were not entitled to any compensation therefor; that they considered their services as gratuitous, undertaken at the instance of the societies to which they respectively belonged: That said pretence of claim to compensation is wholly an after thought fraudulent and deceptive in its character and contrary to the understanding of all parties concerned. All which false pretences, fraudulent conduct actings and doings, and neglecting to settle & account of the said Nathan and Francis and their confederates, are contrary to equity & good conscience, and tend, manifestly, to the injury and oppression of your orators and those they represent and for whom they sue. And as your orators are wholly destitute of an adequate remedy in a court of law, and can have relief only in a court of chancery, where matters of fraud trust & hardship are peculiarly cognizable and relievable:—

To the end therefore, that justice may be done to your orators & their associates &c, in the premises, your orators pray, that the said Nathan Sharp Francis Voris & George Logier may all be made defendants to this your orators' bill of complaint; and that they may be severally compelled, under their corporal oaths full, true and perfect answer to make to all the charges and allegations of this bill, as fully and particularly as tho' the same were here again repeated, and they thereunto particularly interrogated. And especially that the said Nathan Sharp & Francis Voris (the latter of whom resides in the State of Illinois or Missouri, and as to whom your orators pray an order of publication) may set forth & discover a full perfect & detailed account of all their acts and doings in relation to said trust so reposed in them as aforesaid: And whether the papers filed herewith as exhibits are not true copies of the original papers of which they purport to be copies? And that the said Nathan Sharp may set forth & discover all his proceedings, actings and doings and the proceedings, actings & doings of the said Francis Voris, within his knowledge, information or belief, and of himself and said Voris jointly, in relation to the aforesaid property & effects of the Westunion Society aforesaid, in the States of Indiana & Illinois. and a full clear, comprehensive and specific account thereof, that he may give a particular statement of all the property of said Westunion Society that ever came to his hands, possession & knowledge, whether real or personal rights, credits, monies, effects, debts, securities or claims; what part of said property has been sold, when, to whom, for what price and what disposition has been made of the proceeds? If sold for cash what has been done with the funds, if on credit, where are the notes, bonds mortgages & securities for the payment of the money? What claims or debts arising out of that property still remain uncollected and what is the situation thereof, in whose hands, or possession the same now are for collection, or otherwise? and who holds the papers, evidences of debt or other securities, relating thereto? What proceedings have been had thereon, and what amount is now in the hands of said Nathan or said Voris arising out of said concern?

And that every other allegation in this bile may be fully, particularly and specifically answered, and that said defendant George Legier, who resides in the county of Warren & State of Ohio, who was a late Trustee of said Society at West Union, (his cotrustee James Hopkins having long since died) may fully answer this bile, and set forth and disclose all the facts within his knowledge, touching the subject matter of this bile,

And the premises considered, Your orators pray that on the final hearing of this cause the said defendants Nathan Sharp and Francis Voris may be decreed fully to account with and to your orators for all the property real and personal, monies & effects, claims & securities heretofore stated and set forth, which came into the possession, power and control of said defendants Sharp & Voris. that the real estate unsold (if any) together with all books papers, securitees meniments, documents and titles and title papers may be released, transferred, conveyed and surrendered up to your orators and said defendants decreed to pay to your orators in such proportions as may be deemed just and equitable, such sums as have come to their hands. or the hands of either of them, & not heretofore accounted for:— And that your honors would grant to your orators such other & further relief as to your honors may seem just and equitable, and as is consistent with equity and a good conscience. Your writ of subpoena, order of publication &c and as in duty bound your orators will &c.

George J. Smith - Sol.
for Complainants.

Union Village June 1st 1837.
The foregoing authentic copies of Bills
Were duly examined & corrected by us with
our hands. Richard McNeman
Archibald Hitchell

Memorandum of events continued according to date

April 5, 1830. The Ministry, Elders and Trustees of the Church being assembled at the office the following changes and appointments relating to the family deacons were concluded upon, viz. that Jesse Legier (by his own request) be released from care, as family deacon at the square house & remove to the centre house on the 6th. Amos Ballantine to take his place & remove from the brick house to the square house on the 7th. & Moses Miller to supply the place vacated by the removal of Amos, the same day All which took place in order.

June 1. 1830. Elder Solomon & Elder Ysachar started for a visit to New Lebanon.

June 14th. 1830 Elizabeth Morris removed from the office or North to the brick house at the west, to take the place of charity Slater who was released in consequence of infirmity.

July 23d. Charity Slater departed this life.

August 9th. 1830 Moses Miller was released and John Dennis junr. appointed family deacon in his place.

September 2. 1830. Elder Solomon arrived from his visit to New Lebanon

October 5 1830. Malinda Kitchel removed to the south house & Caty Rubart to the square house to take Malinda's place and Jane Buchanan took Caty's place at the brick house.

October 6th 1830. Molly Kitchel was released from the Eldership at the centre house and removed to the East house.

November 7. 1830 The church being assembled at the meeting house the following regulations relating to the centre & brick house families were considered and approbated by all concerned that the two families be united in one and that one set of floor previously in both families, & now in the centre house William Sharp, Andrew Houston, Boyd and Eliza Sharp were nominated to fill that lot. Also Matthew Houston and Jane Buchanan were nominated to a subordinate lot of care at the brick house, also Daniel Sering to remove to Whitewater to live with Elder Archibald. November 9th William Sharp & Anne Boyd moved to the centre & Matthew Houston to the brick house.

November 11th. D. Sering to whitewater

Nov. 18. The North family began to occupy their new Kitchen.

Nov. 23. 1830 Thankful Thomas released from her long lot of care at the office moved to the centre house to be family deaconess. Betsy Dixon to stand first in care at the office as Deaconess & Betsy Dunlavy her assistant. Naomi Legier to take Betsey Dunlavy's place as assistant to Elder sister Charlotte.

Dec. 28. 1830 Daniel Miller released from the Deaconship & David Cory appointed in his place.

February 15. 1831. Elias Holloway left the society, having received a satisfactory outfit from the Trustees & signed the Articles of Acquittance.

Feb. 22. 1831. Betsey Dunlavy removed from the office to the brick house and Eunice Patterson took her place.

Monday June 6th 1831 Samuel Wallace and Joanna Wallace left the society.

Previous to their departure Nathan Eleazar conversed with them seperately on the subject of their claims & intentions, first with Joanna. She emphatically & repeatedly said that she had no demand against the society, that she knew the rule was, not to hire one another nor to pay wages to any member; accordingly she signed a full and final discharge and received thirty dollars in cash & other necessaries as an outfit.

Samuel Wallace being interrogated, said that he had no demand, that he had signed the Ch-covenant and Articles of Requisition and was entirely willing it should stand so as he had done it deliberately - That he had no intention of ever troubling the society in any manner whatever, not even to hang about. That his only dependance was on the charity of the Church. Accordingly Nathan gave him twenty five dollars in cash, his tools & other necessaries as an outfit.

Saturday June 4th 1831. Elias West departed from the society, the last of six children who have had a privilege among Believers two are dead & four gone to the world, their parents Charles & Mary remaining in the gospel.

April 28. 1831. Anne Boyd was released from the Eldership at the centre house & Mary Liddle appointed to fill her place.

Saturday May 21st 1831. Moses Eastin (aged 68. last December) deceased, having served his country as a soldier in the revolutionary war - served his generation in raising a family - & spent ~~about~~ the last 25 years of his life in the service of the church.

Thursday night June 2d Rosanna Stout deceased in the 58th year of her age. She set out in the gospel among the first in this country in the year 1805 and has left two daughters Molly & Susanna in the Church.

Friday May 27th 1831. Calvin Morrell moved home to U.S. from White water. his residence is at the North house.

January 20th 1831. Eleazar, arrived home after an absence of nine months & 20 days in N.Y. He is located pro. tem. at the North house.

Sent Worthington Elapsed June 20th 1831 (and

(182) Madison Babbit the 29th same month

Thursday June 30th 1831, Nancy Byers left the Society, & is no longer considered a member.

Thursday July 7. 1831 The Ministry set out for a visit to Kentucky. Elder William left first in course.

Tuesday August 2d 1831.
Hiram Kimbel departed to the world regretting his folly in abusing his privileges, acknowledging his fault, & his prospect of ruin & misery. He says he has been declining for three or 4 years.

Saturday June 18th Rachel Parcel went to the world

~~The departure of Polly Watts Nov 15 1830~~

Polly Worthington departed (from the Northhouse) August 4th 1831.

August 5th The harvest, which has been uncommonly tedious by reason of rain, was closed

Noah Holloway departed from the Society and went to the world Nov. 15. 1830

Polly Watson, a youth absconded August 3d 1831.

Nancy Sering left the society and went to the world August 9th 1831. Her only excuse was that she had never truly felt her need of Salvation.

~~The departure of Nathan Babbit to Watervliet June 1831~~

August 23d 1831. ~~Timothy~~ Worthington departed.

August 24th 1831. Eunice Holloway (otherwise called Cyrene) applied to the Elder sister for an escort to the office, not that she was going to the world; for she had been there for a long time & she was only going to move to another part of it accordingly she went, nemine contradicente.

August 29th 1831. Sappington (alias Elcab) Houston left the society. {sang froyd} confessing that he had stole two years on account of his father. yet pretending to be a Believer.

Friday Sep. 2d 1831 The Ministry arrived home from K, having been absent eight weeks. some sickness during their absence which is abating.

Saturday October first 1831. Anne Boyd deceased at ten minutes after 7. P.M. Her disease a lingering consumption.

Tuesday August 30th Elder Ashbel & his company arrived on a visit. -- and remained till Saturday Sep 24. when Elder Mathew takes his place and sets out with this company for North Union. turn to page 184

The items of removals appointments
successions &c of Ministry Elders &
Trustees; also Decease departure Birth &c
of members mentioned in this manuscript
have been transferd to the proper Church Record

C. C. Hampton Secd

Jan 12. 1851

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SHAKER COLLECTION